

## Request for Proposals

The Town of Newington is requesting proposals for construction manager services, for both the renovation of Newington Town Hall and the construction or renovation of a community center for use by the Parks and Recreation Department. All proposals must be submitted in accordance with Town requirements, as set forth in the Request for Proposals documents, which are available in the Office of the Town Manager, 131 Cedar Street, Newington, CT 06111 and on line at the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov) under Doing Business, Bid Opportunities. Proposals will be received until 2:30 P.M. on December 13, 2012 in the Office of the Town Manager. The Town of Newington reserves the right to reject any or all proposals.

John L. Salomone  
Town Manager

RFP No. 2, 2012-13

TOWN OF NEWINGTON  
REQUEST FOR PROPOSALS  
CONSTRUCTION MANAGER SERVICES

I. PROJECT DESCRIPTION

- A. The Town of Newington is requesting proposals from experienced, qualified contractors and construction management firms for services related to the renovation of the existing Town Hall, located at 131 Cedar Street in Newington, Connecticut. The Town also wishes to build a new Community Center for the Parks and Recreation Department, relocating the existing Mortensen Community Center that is currently part of the Town Hall to a site within the surrounding Town owned campus that is yet to be determined. Services shall be required as described in the scope of services below. Town Hall includes the Town's general government offices and operations (excluding public safety, the library, the senior and disabled center, and the highway garage), the Board of Education's administrative offices, and the Board of Education's Transition Academy.
- B. Both projects are under consideration to be LEED certified. The level of certification has yet to be determined. Both project will be developed as the result of a design competition, to be facilitated by a consultant retained by the Town for this purpose, Olsen Design Group Architects, Inc. of Reading, Pennsylvania.
- C. The Town is seeking proposals from qualified firms to join the building team and to provide the necessary services to deliver the completion of projects within the estimated project budget and within the proposed time schedule.

II. GENERAL REQUIREMENTS

- A. Respondents shall be able to provide the Town with a certificate of insurance satisfying the coverage limits and requirements set forth below. The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written

authorization is received from the Town. The Town reserves the right to utilize some, all or none of the various services identified in this RFP. All services performed shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement upon ten (10) calendar days' written notice of failure by the respondent to provide service to the satisfaction of the Town Manager. All responses received are subject to the State of Connecticut Freedom of Information requirements.

**B. NONDISCRIMINATION**

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

**C. HOLD HARMLESS**

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the town of Newington or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants)

caused in whole or in part by the acts or omissions of the Contractor any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

#### D. INSURANCE

The successful respondent shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from notice of award. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut and that has a current A.M. Best's rating of A-(VIII) or better. Insurance coverage shall remain in full force for the duration of the award/contract term including any and all extensions. All insurance, except for Professional Liability Insurance, shall be carried on an occurrence basis. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers Liability Limit - \$100,000 per accident

- \$100,000 for disease per employee
- \$500,000 for each disease/policy limit.

4. Professional Liability Insurance, on a "claims made" basis, for the term of the award/contract, and continuing for six years following the expiration of the award/contract at the successful respondent's expense. Such policy shall name the Town as additional insured.

- \$1,000,000

### III. SCOPE OF SERVICES

- A. The Town seeks a firm to successfully complete construction activity and perform construction manager services on construction projects in Newington, in accordance with all applicable local, state and federal requirements.
- B. The firm selected shall keep records of all activities, bids, construction documents, change orders, submittals, inspections and tests, related to these projects and shall furnish all reports to the Town and any appropriate state officials.
- C. It shall develop the specifications and bid documents for the construction activity or materials as necessary. It shall coordinate both its activities and the specifications with any other architectural, engineering, testing, industrial hygienist, and hazardous material abatement firms retained by the Town general government and/or Board of Education.
- D. All documentation necessary for review by the State of Connecticut Department of Education during the plan completion test process shall be provided.
- E. The firm selected as a result of this Request for Proposals shall assist the Town in the subcontractor and supplier selection process by reviewing bids received and providing a recommendation of award. Unless otherwise stipulated in writing by the Town, work performed on offices and areas controlled by the Board of Education shall be performed by firms on the approved list of contractors maintained by the State of Connecticut Department of Administrative Services.
- F. The firm selected shall be and shall remain knowledgeable on all issues regarding construction in Connecticut that have a reasonable probability of pertaining to parks and recreation, Board of Education and general government facilities. It shall retain all necessary certifications and training of its employees at its own expense.
- G. The successful respondent (hereinafter the Contractor) will be engaged to provide pre-construction services, working with the building team to develop the project budgets, bidding guidelines and ultimately a Guaranteed Maximum Price. The Town will need to establish a realistic project *pro forma* as this project will be required to be presented for a public referendum, to be voted on by the citizens of Newington as a bond issue, in order to become a reality.
- H. During the design process, the Contractor shall be responsible for vigilantly monitoring the project costs, working with the design team to ensure compliance with the intended design and offering Value Engineering advice on issues of construction and appropriate alternative methodologies if budget line items could be compromised.
- I. The Contractor shall work with the building team to develop a project timeline. This timeline shall minimize the down time during the renovations, demolition, and construction of new elements associated with the Town Hall. The Contractor's timeline shall also include the coordination of the site development, new construction, and occupancy of the new Community Center.

- J. The Contractor shall publicly bid all of the project components in a timely fashion, as determined by the Town, at the appropriate times in order to achieve the optimal bidding advantage for the project.
- K. Once contracts are awarded the Contractor shall monitor all work during the construction phases, overseeing all quality control and safety efforts, managing the construction meetings and the expedient processing of all shop drawings, correspondence, and requests for information from the design team.
- L. If the Town determines that the project will be LEED certified, the Contractor shall be responsible for maintaining the on-line management of the LEED reporting process with the Green Building Council.
- M. The Contractor shall be responsible for coordinating all punch list activity and for providing all project close out paperwork, i.e. warranties, operation manuals, certifications, final inspections, and other post-construction items.

#### IV. PROPOSAL

- A. In order to provide the requested service to the Town, the respondent must be able to demonstrate that it has the expertise, flexibility, and personnel available to successfully complete these projects.
- B. To comply with the requirements of Section IV D, below, the proposal shall contain a detailed listing of the qualified individuals who will be assigned to this project. The listing shall also reflect the method of internal management necessary to insure efficient, cost effective use of staff. Resumes of all individuals to be associated with this award shall be provided. Resumes shall include similar experience and responsibility for that activity to be performed under this award.
- C. The proposal shall demonstrate the ability of the firm to rapidly respond to the needs of the Town. If the proposal contains a joint-venture approach, overall responsibility must be clearly identified, as well as a detailed plan of delineation of work assignments. The Town will only contract with one principal firm.
- D. The proposal format should contain a letter of transmittal, an executive summary and the experience of the firm. This third section (experience of the firm) should address the firm's skills and experience in municipal projects, school construction projects, and parks and recreation facility construction projects. It should respond to and document the ten specific requests for information included in items F through O below.
- E. Fees should not be included in the respondent's initial submittal. Only finalists invited for interviews by the Town shall provide fees. Those who are interviewed shall be requested to identify the fees that will be charged to the Town. This shall include fees for pre-referendum services, post referendum services, and general conditions. All charges for overhead, insurance, travel, telephone calls, postage, shipping, photocopies, and any other miscellaneous expenses shall be included in the rates and fees for pre-referendum services requested above.

- F. Respondents shall provide a history of the firm, identify the type of legal entity that they are, provide any proof of incorporation in the State of Connecticut, and list the officers/directors/owners.
- G. Respondents shall describe the firm's capabilities, including the number of employees, the number and location of offices, etc.
- H. Respondents shall provide their relevant construction management experience, including the number and dollar value of projects within the past five years.
- I. Respondents shall identify the project team that they propose to provide for this project, including resumes of key personnel.
- J. Respondents shall provide evidence of their current bonding capacity. They shall also provide a copy of the declarations page of their current insurance policies that pertain to the requirements of item II D. above.
- K. Respondents shall provide an overview of their performance over the past five years with respect to project delivery, i.e. delays, cost over runs, legal suits, percentage of the dollar value of change orders of the original contract sum, etc.
- L. Respondents shall provide at least three references from completed projects with contact information, including name, current title, current telephone number, current e-mail, and identification of the project or projects referenced.
- M. Respondents shall describe their recent experience with the LEED certification process.
- N. Respondents shall describe their recent experience with both BIM (Building Information Management) and IPD (Integrated Project Delivery) project methodologies.
- O. Respondents shall state what they feel is unique about their firm that, in their opinion, would give them "an edge" and have them stand out as the firm that the Town of Newington should hire to be a partner on their building team.

## V. SELECTION PROCESS

All firms wishing to be considered for this appointment shall submit eleven (11) concisely worded replies based on the format and requirements set forth in this request for proposals to the office of the Town Manager, 131 Cedar Street, Newington, CT 06111, before 2:30 p.m., December 13, 2012. All firms shall also submit a diskette with their proposal contents on one or more .pdf files. All submittals shall be clearly labeled "RFP No. 2, 2012-13, Construction Manager Services". The Town, at its sole discretion, shall determine those respondents that best meet its needs. Those firms shall be invited for interviews at a date and times to be determined. Those firms to be interviewed shall provide the information required in section IV E of this RFP in a manner and time that will be provided by the Town when the interview is scheduled. One or more finalist shall be selected following interviews.

## VI. OTHER

Respondents should expect that the form of agreement with the Town will be for an “At-Risk” construction manager, with a negotiated fee and an “open book” format of bidding all services. Services to be provided under this RFP shall only be provided after written authorization is received from the Town. The Town of Newington reserves the right to utilize some, all, or none of the various services outlined herein. The Town reserves the right to reject any and all proposals when it deems such action is in the best interests of the Town and also to select one or more respondents that the Town determines best meets its needs. The Town intends, but is not required, to make one or more awards as a result of this RFP that are open-ended in nature in order to provide the continuity and consistency it deems vital to the successful operation of its various facilities. All responses and submittals received as a result of this Request for Proposals shall become the property of the Town upon receipt. All work products provided to the Town following award shall also be the sole property of the Town upon receipt. The Town shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Proposals.

## VII. QUESTIONS

All questions regarding this request for proposals shall be directed to Jeff Baron Director of Administrative Services, Town of Newington, 131 Cedar Street, Newington, CT 06111, telephone (860) 665-8513, fax (860) 665-8507. Office hours are 8:30 to 4:30, Monday through Friday. All questions shall be presented at least four business days prior to the submission deadline to allow for the preparation and distribution of addenda. Any addenda will be posted on the Town’s website, [www.newingtonct.gov](http://www.newingtonct.gov) under Doing Business, Bid Opportunities, at least forty eight hours prior to the response deadline. It is the responsibility of each respondent to check this web site for the presence and content of any addenda.